

STATE OF SOUTH CAROLINA }
 }
COUNTY OF } INSPECTION AND MAINTENANCE
 } AGREEMENT

This agreement (Agreement) is made and entered into this 26 day of June, 2006, by Condor Environmental, LLC (hereinafter referred to as the "Operator") and Terry Creek Company (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner owns or controls the property known as, "Country Place".

WHEREAS, a contract is to be executed between the Owner and a management entity prior to the issuance of a Permit for Operation (Operation Permit) for the septic system servicing Country Place; and

WHEREAS, a condition of the Operation Permit for said system is a properly executed contract between the Owner and a management entity that shall be in effect for as long as the system is in use; and

WHEREAS, the Operator is a management entity of a type approved by the SC Department of Health and Environmental Control (SCDHEC).

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, it is hereby agreed by and between the Owner and the Operator as stipulated below.

1. **The Operator Obligations.** The Operator shall perform the following services on the Owner's system located at "Country Place".

- Inspect facility for proper operation. Physical inspection of the system will be performed every other week. The pump station will be equipped with either a telephone dialer system or a supervisory control and data acquisition system to allow for weekly monitoring and immediate notification to the operator of any operational problems with the system.
- Notify Owner of mechanical malfunction and correct mechanical malfunctions, and/or provide septic tank, piping or drain field repairs.
- Pump septic tanks when required

2. **The Owner's Obligations.**

- a. The Owner shall pay the Operator the sum of \$ "\$5,070.00 per "year" for the first year and increasing by three (3) percent each subsequent year, paid monthly for inspections, routine operation procedures and reports.
- b. The Owner is responsible for the costs associated with any mechanical, septic tank, pump station, piping or drain field repairs.

3. **Term.** This Agreement shall remain in effect until terminated as set forth below:
- a. Automatic termination. This Agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or time for taking any appeal has passed.
 - b. Termination by Mutual Consent. The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to DHEC, thirty (30) days in advance of the date of termination.
 - c. Termination by the Owner. The owner may terminate this Agreement by giving notice to the Operator and to both the local health department and SCDHEC thirty (30) days in advance of the date of termination.
 - d. Termination by the Operator
 - (1) The Operator may terminate this agreement for cause by giving written notice of intent to terminate this Agreement to the Owner and to DHEC thirty (30) days in advance of the date of termination. Cause shall be defined as:
 - a. Failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within "60" days of receipt by the Owner. If said bill is paid after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in full force and effect; or
 - b. Failure of the Owner to provide to the Operator authorization to complete needed repairs or satisfactory evidence that needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity within "30" days of receipt of notice of need repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in full force and effect;
 - c. Failure of the Owner to allow the Operator such access to the system as is reasonable necessary in order for the Operator to comply with the terms of this Agreement.
4. **Assignment**
- a. Assignment by the Owner. Upon receiving the written consent of SCDHEC, the Owner may assign this to the Condominium Association created by Owner. The owner

shall notify the Operator of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

- b. **Assignment by the Operator.** The Operator may not assign its rights and duties under this Agreement to another management entity unless approved by SCDHEC. The Operator will provide thirty (30) days advance written notice to the Owner and to both the local health department and SCDHEC of a request for assignment.
5. **Use of Subcontractors.** The Operator may subcontract with such manufacturers, suppliers, and contractors as it deems necessary or desirable to perform any of the Operator's duties under this Agreement. The Operator shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.
6. **Representations.** The parties represent to each other that each has the power, authority, and legal right to enter into and perform its obligation as set forth in this Agreement.
7. **Regulatory Amendments.** References in this Agreement Regulations 61.56 shall include such rules as they may need amended in the future.
8. **No Implied Waiver.** The waiver by either party of a default or a breach by the other party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either party to enforce any provision of this Agreement (a) shall not be construed to be a waiver of such provisions, or of any other provision; and (b) shall not in any way affect the validity of this Agreement, or any part of this Agreement, or the right of either party thereafter to enforce each and every provision of this Agreement.
9. **Notice.** Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or registered mail, return receipt, requested, postage prepaid to the party to be notified and addressed as follows:

To the Owner: Terry Creek Company
2 Rose Thorn Court
Travelers Rest, South Carolina

To the Operator: Condor Environmental, LLC
P.O. Box 10005
Florence, SC 29603-0005

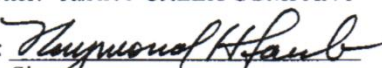
To SCDHEC: South Carolina Department of Health & Environmental Control
Bureau of Water, Domestic Wastewater Permitting Section
2600 Bull Street
Columbia, SC 29201

The date of any notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted delivery, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either party by notice to the other party.

10. **Place of Agreement.** This Agreement and any questions concerning its validity, construction, or performance shall be governed by the laws of the State of South Carolina, notwithstanding the place of execution or the order in which the signatures of the parties are affixed.
11. **Entire Agreement and Amendment.** This Agreement supersedes all prior negotiations, agreements, and understandings between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by the parties.
12. **Severability.** In the event that any provision of this Agreement shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected on the agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate original, one of which is retained by each of the parties, the date and year first above written.

Owner: TERRY CREEK COMPANY

By: 
Signature

R. Raymond H. Laub
Printed Name & Title President
June 26, 2006
Date

ATTEST:

Eugene C. McGill

CONDOR ENVIRONMENTAL, LLC

By: Eugene C. McGill
Signature

Eugene C. McGill 6-26-06
Print Name & Title Date
President

ATTEST:

Steph A. McDaniel



GREENVILLE EQC OFFICE
301 UNIVERSITY RIDGE STE 5800
GREENVILLE, SC 29601

Serving Counties: Greenville and Pickens

Wastewater System Construction

APPROVAL TO PLACE INTO OPERATION

ISSUED TO: TERRY CREEK COMPANY LLC
2 ROSE THORN CT
TRAVELERS REST SC 29690

for the operation of a wastewater treatment/collection system permitted under construction permit 32776-WW, dated July 13, 2006, as described below

PROJECT NAME: COUNTRY PLACE

COUNTY: Greenville

PROJECT DESCRIPTION: 846 lf of 8" gravity sewer line, 5 manholes, 496 lf of 2" force main and a grinder pump station to serve 13 units.

PERMITTED FLOW: 3120 gallons per day
WWTP: NA

SPECIAL CONDITIONS:

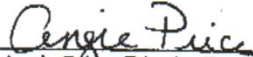
- (1) This Permit is made with the understanding that the final approval is pending the permission to operate the associated tile by the Greenville DHEC Environmental Health Office. The point of contact for this approval is Roger Owens 864-282-4100.
- (2) The Agreement dated June 26, 2006, between the Terry Creek Company (hereinafter referred to as "Country Place" or the "owner") and the South Carolina Department of Health & Environmental Control (DHEC) is incorporated into this permit by reference. A maximum of thirteen (two-bedroom) condominium units are permitted. This project known as "Country Place" located in Greenville County. All of the conditions outlined shall be complied with for the life of the project. If the owner fails to comply with the Agreement conditions, the Department may issue a No Discharge (ND) permit for this project under the provisions of R.61-9.505.
- (3) The "Inspection and Maintenance Agreement" dated June 26, 2006 between the Terry Creek Company and Condor Environmental, LLC (hereinafter the operator), is incorporated by reference.
- (4) The owner, will provide DHEC Bureau of Water on an annual basis, a summary of the number of units connected, the current balance of the escrow account, the current escrow

Terry Creek Company

agent and the current group responsible for operation & maintenance of the treatment system.

- (5) The owner shall provide a report to the DHEC Bureau of Water, beginning five (5) years from the issuance of this permit and continuing every five (5) years, on the septage pumping of each unit to verify that all units have been pumped at least once in five years.
- (6) Under the provisions of R.61-9, which apply to this project, the owner, or its assigns, shall report any non-compliance with provisions specified in this permit, which may endanger public health or the environment. The owner or the operator shall notify the Department orally within 24 hours of becoming aware of such conditions. During normal working hours, call (803) 898-4300. After hours, reporting should be made to the 24-hour Emergency Response telephone number (803) 233-6488, or 1-888-481-0125. The owner or the operator shall provide the following information to the Department in writing, within five (5) days of becoming aware of such conditions:

This approval is based on the Engineer's letter of certification signed by John Darrohn, P.E., South Carolina Registration No. 19353.


Angie Price, District Engineer
Environmental Quality Control
GREENVILLE EQC District Office

Date Issued: February 28, 2007

cc: Bureau of Water Permitting File
Local Environmental Health Office
John Darrohn, P.E.

05/26/2006 09:00

000-000-4210

00000000

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

ESCROW AND OPERATION AGREEMENT

This agreement is made and entered this 26 day of June, 2006, by and between Terry Creek Company, hereinafter referred to as "Owner", and the South Carolina Department of Health and Environmental Control, hereinafter referred to as "SCDHEC."

In consideration of the following, the parties agree that:

1. A sewer plan (see plan) on a piece of property owned by the Owner known as "Country Place" covering the new condominiums totaling thirteen (13) units with two bedrooms in each unit, totaling twenty-six bedrooms will be connected to the septic tank system.
2. Owner shall enter into an agreement with an operator to provide inspection & operation and maintenance services. In addition, Owner shall insure the availability of funds for the repair and maintenance of the sewer system. Owner shall require in such agreement that operator will employ or contract with licensed engineers as needed to perform said services.
3. To satisfy the requirements of SCDHEC for additional assurances to provide availability of funds for the servicing entity for inspection responsibilities and to provide a fund for the maintenance and operation of the sewer system by Owner or its successors and assigns, and escrow fund shall be established as follows:
 - a) Thirty Thousand Dollars (\$ 30,000.00) shall be deposited in a developers escrow account "Developer's Escrow Account" established with a Bank of mutual acceptability upon issuance of the permit.
 - b) Thereafter, upon the closing of each unit, Owner shall deposit One Thousand Dollars (\$1,000.00) into a separate Condominium Association (CA) escrow account ("CA Escrow Account"). In addition, the Owner shall require in the Articles of Incorporation for the CA that each unit pay an annual fee of \$ 500.00 into the CA Escrow Account. As the units are completed, the escrow balance will progressively increase to a total of Thirteen Thousand and No/100 Dollars (\$13,000.00). In order to maintain a minimum balance of \$13,000 in the CA Escrow Account, the bylaws shall require that any amount expended from the account shall be replaced by the CA by funds derived from special assessments charged to property owners who are benefiting from the system.
 - c) When the CA's Escrow Account reaches \$ 13,000.00, the Developer's Escrow Account will be terminated. The Developer's Escrow Account shall be placed in the CA's Escrow Account with an initial balance of \$43,000.00, for the maintenance and operation of the sewer system by the Owner or its successors and assigns.

Post-it® Fax Note	7671	Date	3-28-07	# of pages	3
To	Gene McCall	From	M. McHortebello		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	864-300-1551	Fax #			

4. The Operator shall be entitled to reasonable compensation for its services for the costs of inspections and reporting the condition of the sewer system to the Owner for maintenance and repairs.
5. If Owner or the Condominium Association, as applicable, is unable or unwilling to make any required repairs or replacements or to perform any maintenance, SCDHEC may allow Operator or another contractor to perform such repairs or replacements and the Operator or the other contractor, as applicable, will be reimbursed from the Developer's Escrow Account, or the CA's Escrow Account, as applicable, upon presentation of an appropriate detailed statement showing the costs and expenses. Owner will insure CA's Articles of Incorporation recognize this contingency.
6. In the event the "Country Place" ceases to provide its own sewer system and ties onto another private, or public system, the remaining balances of the CA Escrow Account shall revert to the CA its successors or assigns, after a deduction of all costs of inspection payable to the Operator, the accrued charges for maintenance and repairs and after approved by SCDHEC.
7. It is understood that any approval by SCDHEC or any department thereof shall extend only to the "Country Place" described hereinabove, unless a modification is approved by SCDHEC. No additional units may be connected to the community septic tank system beyond the thirteen (13) units noted in item (1) above without SCDHEC prior approval.
8. In the event that the Operator terminates its service agreement as servicing entity; or the Owner terminates the operator as the servicing entity, then Owner has the responsibility to locate a new service provider immediately with such new service provider to be approved by SCDHEC.

Owner: On behalf of Terry Creek Company and the
HOA to be established:

By: Raymond H. Laub
Seal

Raymond H. Laub, President
Printed Name & Title

June 26, 2006
Date

ATTEST:

E. C. Mcay

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL
DOMESTIC WASTE WATER PERMITTING
SECTION
BUREAU OF WATER

By: Michael J. Montebello
Michael J. Montebello, Manager

ATTEST:
John Pappas

APPROVED BY:

Julie S. McIntyre
STAFF COUNSEL OF SOUTH CAROLINA
DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL

STATE OF SOUTH CAROLINA)
)
) AMENDMENT TO THE
COUNTY OF GREENVILLE) ESCROW AND OPERATION AGREEMENT

This Amendment to the Escrow and Operation Agreement ("Amendment") is made and entered this 22 day of March, 2007 and amends the original Escrow and Operation Agreement dated 6/26/06 (the "Agreement"), by and between Terry Creek Company, hereinafter referred to as "Owner", and the South Carolina Department of Health and Environmental Control, hereinafter referred to as "SCDHEC."

Owner and SCDHEC have each determined that an amendment to the Agreement is necessary and appropriate.

NOW THEREFORE, the parties hereto and in consideration of the mutual covenants and agreements set forth in this Amendment, hereby agree as follows:

1. Section 3.a) of the Agreement is replaced with the following:

3.a) As part of the wastewater system installation, the Owner chose to also install the alternate septic tank drain field. The Owner's engineer has now certified that this alternate septic tank drain field has been properly installed. Therefore the Thirty Thousand Dollars (\$30,000.00) deposited by the Owner in the "Developer's Escrow Account" to assure funds to install the alternate drain field is no longer required. SCDHEC agrees that the monies in the Developer's Escrow Account may be returned to the Owner and this account will be terminated.

2. Section 3.b) of the Agreement is replaced with the following:

3.b) Because the Owner has decided to lease some or all of the homes in this subdivision, the Owner has agreed to immediately fund the Condominium Association (CA) escrow account ("CA Escrow Account") in full in the amount of thirteen thousand (\$13,000.00) dollars. In addition, the Owner shall require in the Articles of Incorporation for the CA that each unit pay an annual fee of five hundred (\$500.00) dollars into the CA Escrow Account. In order to maintain a minimum balance of \$13,000 in the CA Escrow Account, the bylaws shall require that any amount expended from the account shall be replaced by the CA by funds derived from the annual fees, or if necessary, special assessments charge to property owners who are benefiting from the system.

3. Section 3.c) of the Agreement is replaced with the following:

3.c) The CA Escrow Account shall be available for the maintenance and operation of the sewer system by the Owner or its successors and assigns.

Post-it® Fax Note	7871	Date	3-21-07	Pages	2
To	Reg Home	From	M. K. McNeill		
Cell/Dept.		Co.			
Phone #		Phone #			
Fax #	864-836-8191	Fax #			

4. The phrase "the Developer's Escrow Account, or" is deleted from the Agreement.
5. Except as expressly modified by the terms and conditions of this Amendment, each and every one of the terms and conditions of the Agreement is hereby ratified and confirmed, and remains in full force and effect. This Amendment, together with the original Agreement, represent the complete understanding between the Owner and SCDHEC with respect to the subject matter hereof.

Owner: On behalf of "Country Place" and the HOA to be established:

By: *Raymond H. Haub*

Seal

Raymond H. Haub, president
Printed Name & Title

March 22, 2007

Date

ATTEST:

Math A. Tabor

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL
DOMESTIC WASTE WATER PERMITTING
SECTION
BUREAU OF WATER

By: *Michael J. Montebello*

Michael J. Montebello, Manager

ATTEST:

Bonetta Washington

APPROVED BY:

Julie A. McIntyre

STAFF COUNSEL OF SOUTH CAROLINA
DEPARTMENT OF HEALTH AND
ENVIRONMENTAL CONTROL

COUNTRY PLACE

GREENVILLE COUNTY, SOUTH CAROLINA
REVISED PERMIT SET ISSUED: 03/16/06

AGENCIES and CONTACTS

WATER
GREENVILLE WATER SYSTEM
407 WEST BROAD STREET
GREENVILLE, SC 29602
PHONE: (864) 521-6100
CONTACT: MURRAY DODD, PE

SEWER
METROPOLITAN SEWER SUB DISTRICT
705 OLD AUGUSTA ROAD
GREENVILLE, SC 29605
PHONE: (864) 577-4442
CONTACT: ROBERT ARMS

STORM WATER AND EROSION CONTROL
GREENVILLE COUNTY SOIL & WATER CONSERVATION DISTRICT
301 UNIVERSITY RIDGE, SUITE 400
GREENVILLE, SC 29601
PHONE: (864) 467-2755
CONTACT: JASON GILLESPIE, PE

ELECTRICAL
DIXIE POWER
254 FAIRFOREST WAY
GREENVILLE, SC 29607
PHONE: (864) 234-4130
CONTACT: JOE MONTGOMERY

TELEPHONE
BELL SOUTH
PHONE: (864) 298-0774
CONTACT: CHUCK ANDREWS

ROADS AND STORM DRAIN
GREENVILLE COUNTY ENGINEERING
301 UNIVERSITY RIDGE, SUITE 380
GREENVILLE, SC 29601
PHONE: (864) 467-7004
CONTACT: AJ HAMAM

OWNER

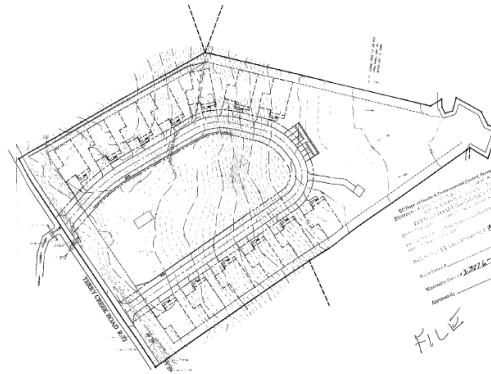
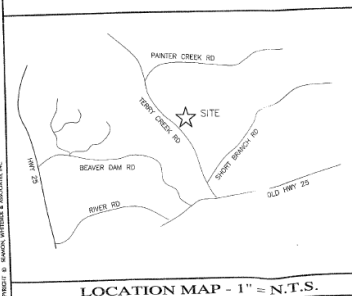
TERRY CREEK DEVELOPMENT, LLC
2 ROSE THORN COURT
TRAVELERS REST, SC 29690
CONTACT: RAY LADD
PHONE: (864) 836-8191

CIVIL ENGINEERING

SEAMON, WHITESIDE and ASSOCIATES, INC.
209 EAST WASHINGTON STREET
GREENVILLE, SOUTH CAROLINA 29601
CONTACT: YOUNG NGUYEN
PHONE: (864) 298-4534
FAX: (864) 298-8038
E-MAIL: ynguyen@swasac.com

SHEET INDEX

- C-1 - COVER SHEET
- C-2 - EXISTING CONDITIONS
- C-3 - PRELIMINARY PLAN
- C-4 - DEMOLITION/EROSION CONTROL PLAN
- C-5 - GRADING AND DRAINAGE PLAN
- C-6 - ROAD PROFILE
- C-7 - SITE AND DRAINAGE DETAILS (1 OF 2)
- C-8 - SITE AND DRAINAGE DETAILS (2 OF 2)
- C-9 - SEWER PLAN
- C-10 - SEWER PROFILE
- C-11 - FORCE MAIN PROFILE
- C-12 - UTILITY DETAILS
- C-13 - PUMP STATION DETAILS
- C-14 - WATER PLAN
- C-15 - UTILITY DETAILS



FILE

SITE PLAN: 1" = 60' NORTH

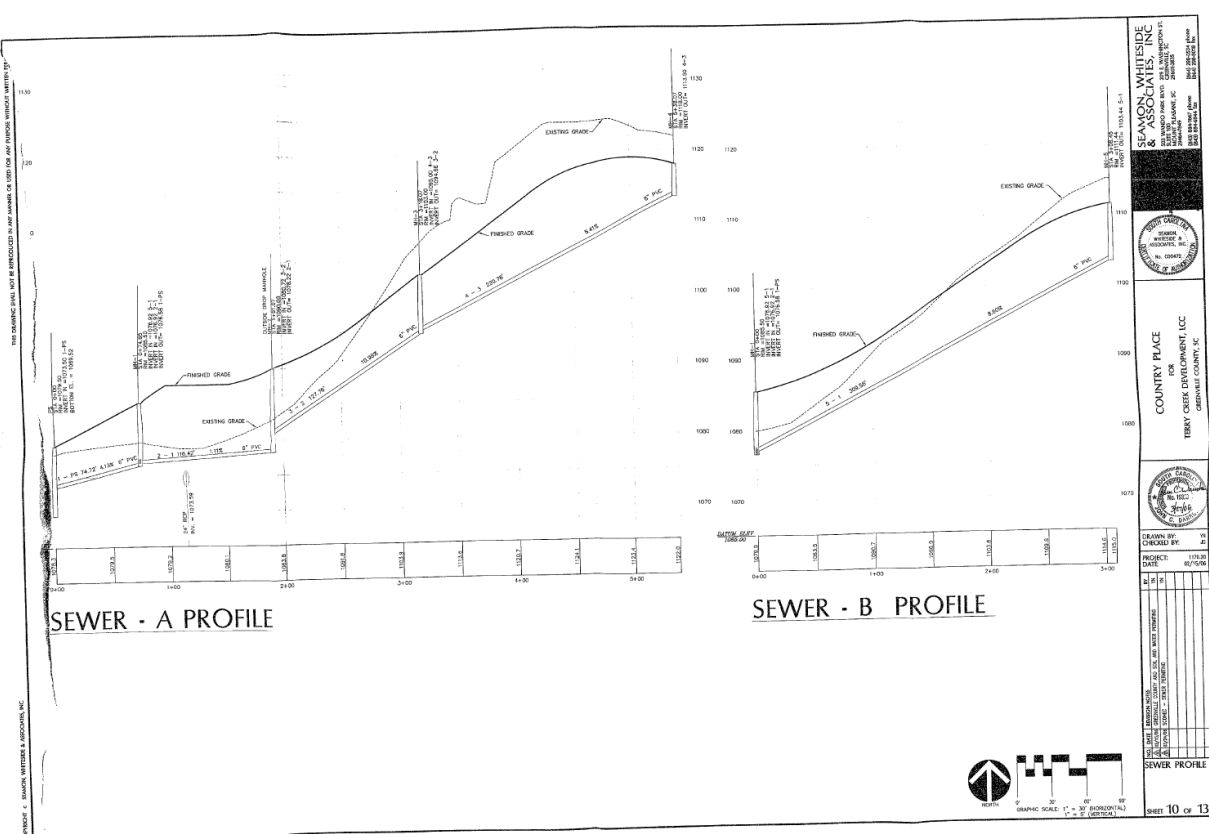
SEAMON, WHITESIDE & ASSOCIATES, INC.
209 EAST WASHINGTON STREET
GREENVILLE, SOUTH CAROLINA 29601
PHONE: (864) 298-4534
FAX: (864) 298-8038
E-MAIL: ynguyen@swasac.com

COUNTRY PLACE
FOR
TERRY CREEK DEVELOPMENT, LLC
GREENVILLE COUNTY, SC

PROJECT NO. 03110315
DATE: 03/16/06

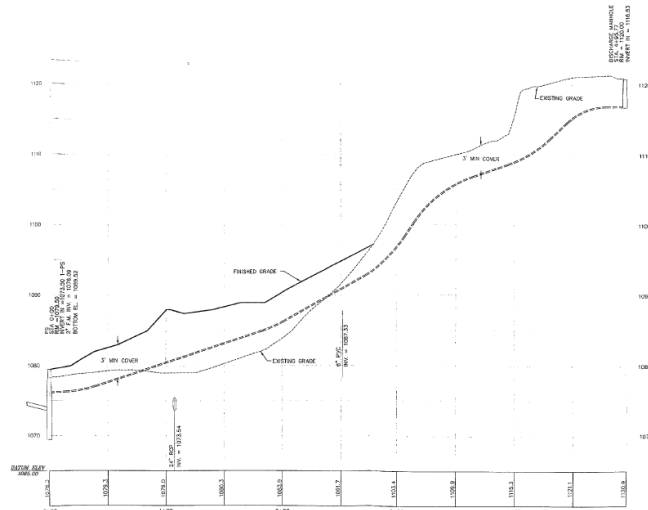
COVER SHEET
SHEET 1 OF 15



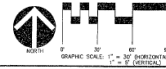


THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

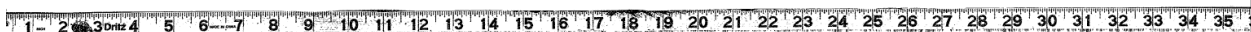
COPYRIGHT © SEAMON, WHITESIDE & ASSOCIATES, INC.



2" SCH. 80 PVC FORCE MAIN PROFILE



SEAMON, WHITESIDE & ASSOCIATES, INC. CIVIL ENGINEERS 1000 N. 10TH ST., SUITE 100 DENVER, CO 80202 PHONE: (303) 733-1100 FAX: (303) 733-1101 WWW: WWW.SWA-INC.COM	
COUNTRY PLACE FOR TERRY CREEK DEVELOPMENT, LLC GARFIELD COUNTY, CO	
PROJECT 2" SCH. 80 PVC FORCE MAIN PROFILE SHEET 11 OF 13	
DATE 11/10/01	
DESIGNED BY J. L. SEAMON	
CHECKED BY J. L. SEAMON	
APPROVED BY J. L. SEAMON	



Wastewater Construction Permit Bureau of Water



PROJECT NAME: COUNTRY PLACE	COUNTY: GREENVILLE
LOCATION: TERRY CREEK RD	

PERMISSION IS HEREBY GRANTED TO: TERRY CREEK COMPANY LLC
2 ROSE THORN CT
TRAVELERS REST SC 29690

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by John Darrohn, Registered Professional Engineer, S.C. Registration Number: 19353.

PROJECT DESCRIPTION: 846 lf of 8" gravity sewer line, 5 manholes, 496 lf of 2" force main and a grinder pump station to serve 13 units.

TREATMENT FACILITY: The wastewater will be discharged to the (NPDES permit) at a design flow rate of 3120 gallons per day (GPD).

STANDARD CONDITION:

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the GREENVILLE EQC OFFICE at 864-241-1090. Additional permits may be required prior to construction (e.g., Stormwater).

SPECIAL CONDITIONS:

- 1) The Agreement dated June 26, 2006, between the Terry Creek Company (hereinafter referred to as "Country Place" or the "owner") and the South Carolina Department of Health & Environmental Control (DHEC) is incorporated into this permit by reference. A maximum of thirteen (two-bedroom) condominium units are permitted. This project known as "Country Place" located in Greenville County. All of the conditions outlined shall be complied with for the life of the project. If the owner fails to comply with the Agreement conditions, the Department may issue a No Discharge (ND) permit for this project under the provisions of R.61-9.505.
- (2) The "Inspection and Maintenance Agreement" dated June 26, 2006 between the Terry Creek Company and Condor Environmental, LLC (hereinafter the operator), is incorporated by reference.
- (3) The owner, will provide DHEC Bureau of Water on an annual basis, a summary of the number of units connected, the current balance of the escrow account, the current escrow agent and the current group responsible for operation & maintenance of the treatment system.
- (4) The owner shall provide a report to the DHEC Bureau of Water, beginning five (5) years from the issuance of this permit and continuing every five (5) years, on the septage pumping of each unit to verify that all units have been pumped at least once in five years.
- (5) Under the provisions of R.61-9, which apply to this project, the owner, or its assigns, shall report any non-compliance with provisions specified in this permit, which may endanger public health or the environment. The owner or the operator shall notify the Department orally within 24 hours of becoming aware of such

Bureau of Water, DHEC, 2600 Bull Street, Columbia, SC 29201

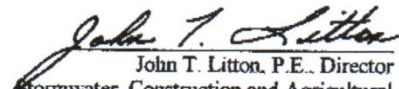
conditions. During normal working hours, call (803) 898-4300. After hours, reporting should be made to the 24-hour Emergency Response telephone number (803) 233-6488, or 1-888-481-0125. The owner or the operator shall provide the following information to the Department in writing, within five (5) days of becoming aware of such conditions:

- a. A description of the discharge and cause of non-compliance; and,
- b. The period of non-compliance, including exact dates and times; or if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the non-complying discharge. The owner shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the owner to achieve compliance with the conditions of this permit.

c. In addition, the Region 2 Greenville EQC Office should be notified at (864) 241- 1090.

(6) The approval to Place in Operation for the collection system should not be provided until documentation of the creation and appropriate funding of the Escrow Account is provided to the Bureau of Water, Domestic Wastewater Permitting Section.

PERMIT NUMBER:	32776-WW
ISSUANCE DATE:	July 13, 2006
EXPIRATION DATES:	July 12, 2008 (to begin construction) July 13, 2009 (to obtain Approval to Place in Operation)


John T. Litton, P.E., Director
Stormwater, Construction and Agricultural
Permitting Division

RJR

WASTEWATER COLLECTION SYSTEM AGREEMENT

THIS WASTEWATER COLLECTION SYSTEM AGREEMENT (the "Agreement") is made and entered into on this 17 day of February, 2007, by and among FAIRVIEW INVESTMENTS, LLC, a South Carolina Limited Liability Company ("FAIRVIEW") and CONDOR ENVIRONMENTAL, LLC, a South Carolina Limited Liability Company ("Condor").

WITNESSETH:

WHEREAS, FAIRVIEW is currently developing a residential subdivision, named Fairview Chase Subdivision ("Fairview Subdivision") in Greenville County, South Carolina, on the property which is described on Exhibit A, hereto attached and made a part hereof; and

WHEREAS, Fairview currently owns the property and will form a property owners association (the "Association"), which will become the governing association for the Fairview Subdivision; and

WHEREAS, the development plan for the Fairview Subdivision provides for a total of 99 homes and 34 town homes some of which will be served a Pump Station and Force Main along with the common swimming pool area; and

WHEREAS, due to the topography of the land on which Fairview Subdivision is being developed, two Pump Stations and Force Mains (PSFMs) will be required to be installed within the subdivision, and under its current policies Western Carolina Regional Sewer Authority is unwilling to assume the ownership or maintenance responsibility a Pump Station and Force Main; and

WHEREAS, Condor has agreed to assume the ownership and maintenance responsibility for the PSFMs in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants of the parties herein set forth, the parties hereto hereby agree as follows:

1. COMPLETION AND CONVEYANCE OF THE PUMP STATIONS AND FORCE MAINS. Fairview agrees to design and complete the construction of the PSFMs and Appurtances in accordance with the plans and specifications prepared by Gray Engineering Consultants, Inc. (the "Engineer") that meet the requirements of Condor. The Pump Station, a standby electric generator for the town home Pump Stations and a spare pump, which become part of the PSFMs, to be approved to operate by the Department of Health and Environmental Control of the State of South Carolina ("DHEC").

Fairview agrees that at such time as construction pf the PSFMs are completed, it will be tested as appropriate for leakage and the pump station performance tested. Such testing information will then be submitted by the Engineer for approval by DHEC and Condor. Upon

receiving approval from DHEC and Condor, Fairview shall transfer and convey the PSFMs, including the real property associated with the Pump Stations in fee simple, a dedication of the Force Main and appurtenances and along with all necessary and appropriate easements to Condor. At the time of said transfer and conveyance, Fairview shall also assign to Condor all warranties which shall have been made to Fairview by the Contractor and the Engineer in regard to the PSFMs along with a copy of the as-built plans and specifications in both hard copy and electronic format of the PSFMs.

Fairview agrees to pay Condor for periodic inspections during construction and a final inspection prior to acceptance of the PSFMs by Condor. Fairview additionally agrees to pay Condor's attorney fees associated with this Agreement, permitting and construction of the PSFMs, and transfer of the PSFMs to Condor.

2. OPERATION OF WASTEWATER COLLECTION SYSTEM. Condor agrees to accept the transfer and conveyance to it of the PSFMs and thereafter to operate, repair, maintain and replace the same in accordance with the terms and provisions of this agreement.

Condor shall operate and maintain the PSFMs so that all houses served by the PSFMs shall receive continuous sanitary sewer service without interruption. The repair, maintenance and replacement responsibilities of Condor under this Agreement shall include the replacement of all parts of the PSFMs which shall become worn out or obsolete and the making of all capital repairs and replacements as shall be necessary in order for Condor to carry out its obligations under this Agreement without interruption.

For the operation of the Pump Stations, Fairview and the Association, when it assumes responsibility from Fairview, agree that they will be responsible for providing and payment for all electricity and water costs required.

It is anticipated that the wastewater collected from the Premises and delivered to the WWCS consists only of wastewater of typical residential strength waste. Fairview and the Homeowners Association, when it takes over responsibilities under this Agreement from Fairview, shall be responsible for and shall ensure that the sewage collected from the Fairview Subdivision and delivered to the PSFMs consist only of wastewater of typical residential strength waste, which shall not exceed 300 ppm BOD or TSS, and does not contain excessive grease, sediment, rags or other deleterious substances. Condor may require Fairview or the Association, and Fairview and the Association agree, to take necessary steps to prevent sewage from the Fairview Subdivision that the contaminant level or waste concentration of this sewage exceeds the level described herein. Additionally, Fairview and the Association agree and are responsible for payment to Condor, in addition to the Monthly Fee, for any response actions Condor takes to remedy and repair the damage caused by such excessive contaminants or other deleterious substances. If Condor determines that there is excessive infiltration and inflow ("I & I") into the PSFMs from the Fairview Subdivision, then Condor may require, and Fairview or the Association shall take, such remedial action as is necessary to correct the excessive I & I.

If that is not the case, Condor may take necessary and appropriate action, in accordance with reasonable wastewater industry standards and charge separately and in addition to the normal Monthly Fee for such action.

Condor shall operate and maintain the PSFMs so that the same will at all times comply with and fulfill at all governmental laws, rules and regulations that shall be applicable to the operation and maintenance of the PSFMs. Without limiting the generality of the forgoing, Condor shall operate and maintain the PSFMs in accordance with all rules and regulations which shall be promulgated at any time, and from time to time, by DHEC for privately owned and maintained satellite sewer systems. Condor shall comply with all policies and requirements of South Carolina Public Service Commission or other appropriate governmental agency which may be applicable to the PSFMs and costs and expenses which it shall incur in connection with the carrying out of its duties and responsibilities under this Agreement.

3. PAYMENT BY FAIRVIEW AND THE ASSOCIATION. Fairview, or the Association at which time it assumes such obligation from Fairview, hereby agrees that in consideration for the performance by Condor of its duties and obligations under this Agreement, Fairview or the Association shall pay to Condor, upon PSFMs and thereafter, the amount of Eight Hundred Twenty Five Dollars (\$825.00) (the "Monthly Fee") per month.

Prior to the start up of the PSFMs, Fairview or the Association shall deliver to Condor an irrevocable letter of credit from a bank located in Greenville, Pickens or Spartanburg County, South Carolina in the amount of Ten Thousand Dollars (\$10,000.00) to guarantee the payment by Fairview or The Association of the Monthly Fee to Condor in accordance with the terms hereinafter. The letter of credit is to have a term of twenty-four (24) months or longer. The Association agrees to renew the letter of credit or to maintain a Ten Thousand Dollars (\$10,000.00) cash escrow to be held by Condor to guarantee the payment of the Monthly Fee.

Fairview or the Association, at which time it assumes such obligation from Fairview, shall pay the Monthly Fee to Condor on or before the tenth day of each calendar month by means of a check made payable to Condor and mailed or otherwise delivered to the address herein below provided. In the event that Fairview or the Association shall at any time fail to pay to Condor the Monthly Fee within thirty (30) days of the due date, Condor shall have the right to draw the Monthly Fee plus ten percent (10%) of the Monthly Fee as a delinquency charge from the Letter of Credit or from the escrow amount upon presentation of such unpaid invoice and an accompanying notarized statement that payment plus penalty are due.

Upon no less than ninety (90) days prior notice to Fairview or the Association, Condor shall have the right to increase the amount of the Monthly Fee at any time, in order to compensate Condor for any reasonable increase in the cost and expense to Condor of performing its responsibilities under this Agreement, and further provided that the increase in the Monthly Fee shall not be increased by more than ten (10%) percent in any twelve month period. Notwithstanding the foregoing, Condor shall not increase the amount of the Monthly Fee because of any fine or penalty assessed by any regulatory agency to Condor for any act or omission by Condor for repairs or replacements to the Premises, including the Pump Station and Force Main, that are the result of the negligent or intentional acts or omissions of Condor.

4. RESERVE ACCOUNT BY FAIRVIEW. At the execution of this Agreement Fairview shall pay to Condor the one half of the reserve account fee in the amount of Three Thousand Dollars (\$3,000.00). At the time of transfer and conveyance of the PSFMs by Fairview and just prior to start up of the PSFMs, Fairview shall pay to Condor the remainder of the reserve account fee in the amount of Three Thousand Dollars (\$3,000.00). The parties hereto agree that the establishment of such reserve account is a one-time obligation which may be drawn on by Condor for emergency response and for replacement of the PSFMs, or any portion thereof, if damaged by accident, vandalism or other disaster. The Reserve Account and interest earned on the reserve account shall be the property of Condor. Further, all or any portion of said reserve account may be used to pay for the costs and expenses of insurance, preventative maintenance or emergency repairs.

6. NOTICES. Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time are received by the parties to whom the notices are sent. Such notices shall be deemed received upon hand delivery with a written receipt, by Certified Mail or by Federal Express to the parties at the following addresses or at such other address as a party shall notify the other parties in writing:

- (a) Fairview Investments, LLC
3600 Church Street Extension
Roebuck, SC 29376
- (b) CONDOR ENVIRONMENTAL, LLC
P.O. Box 10005
Greenville, SC 29603-0005

7. TERM. The term of this Agreement shall commence on the date on which this Agreement shall be executed by all parties hereto and shall continue in full force and effect until such time, if any, as Condor shall have transferred and conveyed the PSFMs to a governmental subdivision of the State of South Carolina which shall have all power and authority necessary to operate and maintain the Pump Station and Force Mains and shall have agreed with Fairview and The Association to do so.

In addition to the above, this Agreement may terminate in the following ways:

- (a) This Agreement will terminate if a public entity agrees to assume the operation of the premises;
- (b) Condor may terminate the Agreement upon ninety (90) days prior written notice to the Association, provided that prior to termination Condor has identified for the Association and the Association has approved a successor entity that is properly qualified and licensed to enter into an Agreement substantially similar to this Agreement or into an Agreement reasonable satisfactory to the Association to operate

the PSFMs. Condor shall at all times be responsible for the continued performance of its duties and obligations under this Agreement until the successor entity has assumed the obligations under this Agreement.

- (c) The Association may terminate the Agreement upon thirty (30) days prior written notice to Condor, if (i) any performance standard included within this Agreement is not met for a cumulative period of fourteen (14) days or more during any rolling twelve (12) month period; or (ii) a sewage back up in any residence, caused by the PSFMs, occurs four (4) or more times during any twelve (12) month period; or (iv) a sewage overflow out of the PSFMs, occurs four (4) or more times during any rolling twelve (12) month period; or for the convenience of The Association. In the event of any default of Condor of any of these conditions, Condor agrees to promptly deed the PSFMs premises back to The Association without consideration.

8. If after reasonable opportunity to cure, Condor, or its assigns, does not fulfill its obligation to maintain the PSFMs, then upon written notice delivered via Certified Mail to Condor, the Association may assume the obligations of Condor as set forth herein and Condor shall assign its deeds and easements to the Association without further consideration. If the Fairview or the Association, at which time it assumes such obligation from Fairview, shall fail to pay for PSFMs services for a period of over ninety days (90) and is in breach of this Agreement by not maintaining the required Letter of Credit, Condor may plug the gravity sewer lines and may bring legal action for nonpayment and the Fairview, or the Association if it has assumed such obligation from Fairview, agrees to pay all litigation costs including Condor's attorney fees.

9. APPLICATION OF LAWS. This Agreement is governed by the laws of South Carolina.

10. AMENDMENTS. This Agreement and any provision herein contained may be modified or amended only by the express written consent of all of the parties hereto or their successors or assigns.

11. ASSIGNMENT. This Agreement and the obligations of Condor may not be assigned to any other party without the express written consent of the Association, which consent will not be unreasonably withheld.

12. WAIVER OF DEFAULT. No waiver of any default by any party hereto will be implied from the failure by any other party to take action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any subsequent similar act or request by any party hereto will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights or remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party hereto might

otherwise have by virtue of a default under this Agreement. The exercise of any right or remedy by any party hereto will not impair such Party's standing to exercise any other right or remedy.

13. SEVERABILITY. If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

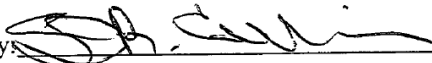
14. CAPTIONS. The captions of the sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

15. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

16. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter, and may be amended only by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

FAIRVIEW INVESTMENTS, LLC

By: 

DATED: 2-17-07

CONDOR ENVIRONMENTAL, LLC

By: 

DATED: 2-17-07



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

APPROVAL TO PLACE INTO OPERATION

ISSUED TO: FAIRVIEW CHASE INVESTMENTS LLC
3600 S CHURCH ST EXT
ROEBUCK SC 29376

for the operation of a wastewater treatment/collection system permitted under construction permit 33877-WW, dated May 04, 2007, as described below

PROJECT NAME: FAIRVIEW CHASE S/D

COUNTY: Greenville

PROJECT DESCRIPTION: One duplex pump station and 319 LF of 2" PVC force main to serve 9 town homes.


PERMITTED FLOW: 3600 gallons per day

WWTP: WCRSA LOWER REEDY RIVER PLANT (SC0024261)

SPECIAL CONDITIONS:

1. Design and construction of force mains shall be such that they satisfy a leakage test in accordance with AWWA C-600 (DIP) or AWWA C-605 (PVC).
2. Sewer lines in relation to water lines must be in accordance with Regulation 61-67, Section 67.300.14.

This approval is based on the Engineer's letter of certification signed by Steven Robertson, P.E., South Carolina Registration No. 19857.


Julie A. Price, District Engineer
Environmental Quality Control
Greenville EQC Office

Date Issued: December 04, 2007

cc: Bureau of Water Permitting File
Local Environmental Health Office
Local Codes Office
WCRSA
Steven Robertson, P.E.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Region 2

Serving Cherokee, Greenville, Pickens, Spartanburg and Union Counties

Greenville EQC Office • 301 UNIVERSITY RIDGE STE 500 • GREENVILLE SC 29601 • Phone: 864-241-1090 •

www.scdhec.gov

I

Administrative Office

561 Mauldin Road
Greenville, SC 29607

(864) 299-4000
Fax: (864) 277-5852



RECEIVED

Laboratory/Pretreatment
APR 2 2007
660 Mauldin Road
Greenville, SC 29607
Stormwater Pollution Prevention &
Agricultural Permits (864) 299-4000
Fax: (864) 299-4059

Serving Greenville, Anderson, Laurens, and Spartanburg Counties

April 16, 2007

Mr. Chris F. Prizirembel
Gray Engineering Consultants, Inc.
132 Pilgrim Road
Greenville, South Carolina 29607

**Re: Fairview Chase Subdivision
Pump Station and Force Main
River Edge Circle
Greenville County**

RECEIVED
APR 18 2007
GRAY ENGINEERING CONSULTANTS

Dear Mr. Prizirembel:

Western Carolina Regional Sewer Authority (WCRSA) is in receipt of your letter dated April 12, 2007, requesting acceptance and treatment of 3,600 gallons per day (gpd) of sanitary sewer from 9 town homes been serviced by a grinder pump and force main.

WCRSA has sufficient treatment capacity for the referenced project as presented on your submittal drawings dated April 12, 2007, for a total flow of domestic wastewater of 3,600 gpd. This flow will be treated at the Lower Reedy Wastewater Treatment Plant, NPDES Permit No. SC0024261.

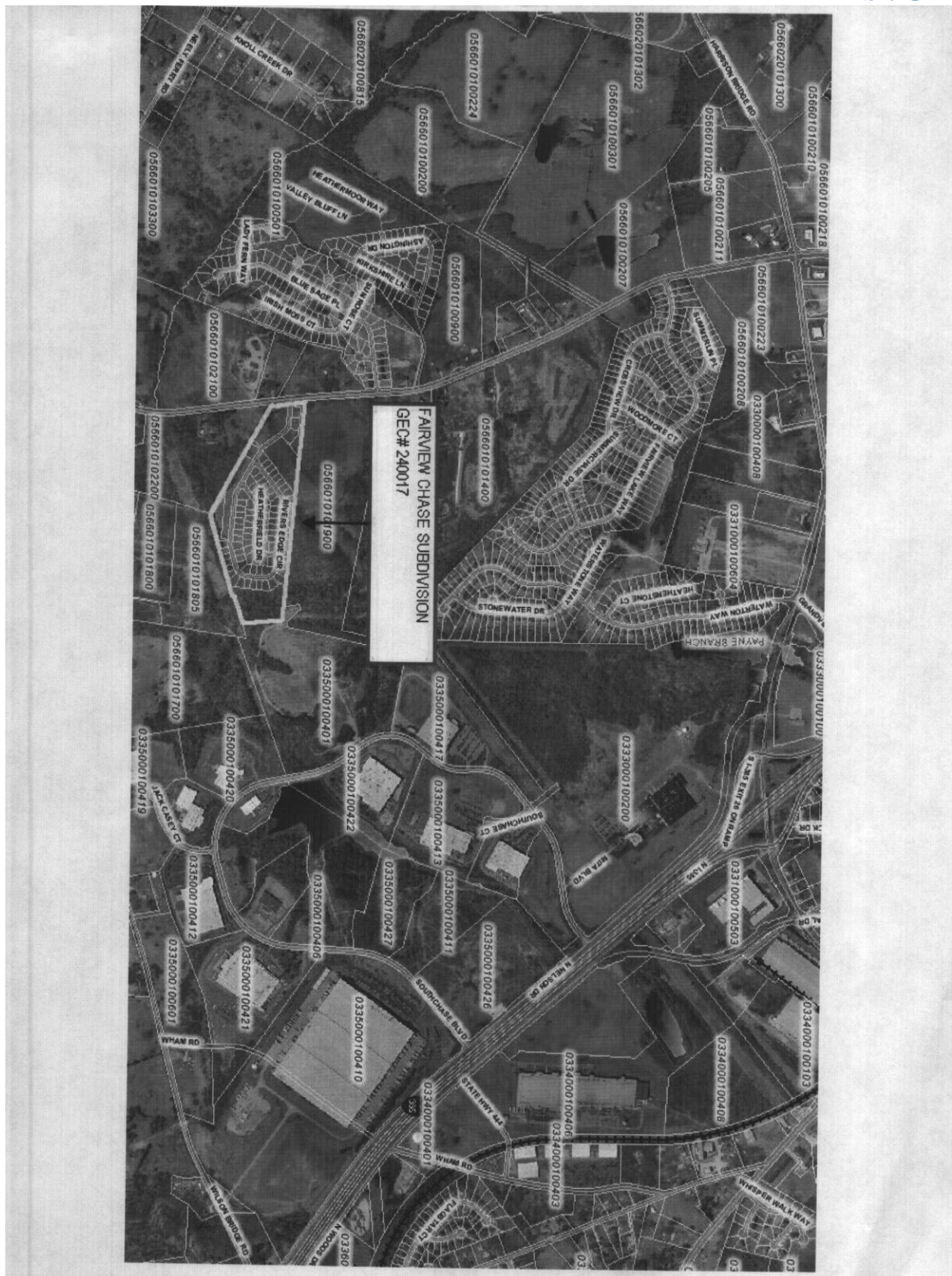
All new sewer connections directly or indirectly served by WCRSA are subject to a "New Account Fee." No tie-ins will be allowed until a connection permit is issued by WCRSA. Please notify WCRSA if there is any change in total daily flows.

Sincerely,

A handwritten signature in black ink, appearing to read "Andre Mathis".

Andre Mathis
Senior Engineering Technician

cc: SCDHEC – Greenville
SCDHEC – Columbia
Metropolitan Sewer Subdistrict



GRAY ENGINEERING CONSULTANTS, INC.

February 21, 2007

Pump Station Design Calculations for Fairview Chase Package Duplex Grinder Pump Station

GEC #240017-D

FEB 26 2007

Stormwater, Construction &
Agricultural Permitting Division

This report provides the pump station and force main design calculations to serve 9 townhomes (3 separate buildings, 3 townhomes per building) and a single simplex grinder pump (which serves the bathrooms at the community pool).

A Meyers MG200F-21 (2HP, 230 volt, 1 phase) with full (untrimmed) impeller is proposed to be used in duplex configuration.

The duty point of 52.9 gpm @ 41.9' exceeds the peak flow of 34.5 gpm, and the associated wet well parameters such as detention time, cycle time, etc., are within acceptable ranges as shown on the attached results.

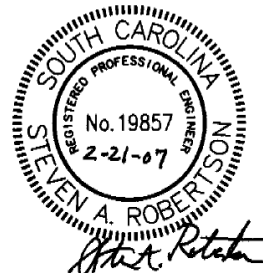
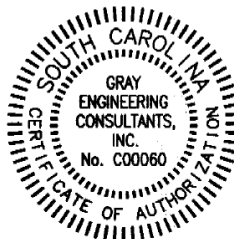


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Loading Calculations & Wet Well Parameters	1
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Project Name:	Fairview Chase Subdivision
Title:	Pump Station Design Calculations
Engineer:	Steven A. Robertson, P.E.
GEC Job Number:	240017-D
Date:	January 30, 2007
Page Number:	1 of 4

Loading Calculations & Wet Well Parameters

ADF to Peak Calculations	
Number of Homes	9
Unit Contributory Loading, gpd	400
ADF, gpm	5.0
Peak Flow, gpm	34.50
<p> $ADF = 3,600 \text{ gpd} / 720 = 5.0 \text{ gpm}$ $Peak = (2.5 \times 5) + 22 \text{ gpm (Pool Grinder)}$ $= 34.5 \text{ gpm}$ </p>	

WET WELL CALCULATIONS	
Wet Well Diameter - ft	4
Force Main Diameter - in	2
WW Volume per Ft - gal/ft	94.0
Pumped Outflow - gpm	52.9
Force Main Velocity - fps (> 2.0)	5.399
Top of Wet Well Elevation - ft	848.64
Top of Ground Elevation - ft	848.64
Influent Pipe Invert Elevation - ft	837.31
Influent minus High Water - ft	0.00
High Water Alarm Elevation - ft	837.31
High Water minus Lag On - ft	0.50
Lag Pump On Elevation - ft	836.81
Lag minus Lead - ft	1.00
Lead Pump On Elevation - ft	835.81
Lead minus Pumps Off - ft	1
Pumps Off Elevation - ft	834.81
Pumps Off minus Bottom - ft	1.67
Wet Well Floor Elevation - ft	833.14

Project Name: Fairview Chase Subdivision
 Title: Pump Station Design Calculations
 Engineer: Steven A. Robertson, P.E.
 GEC Job Number: 240017-D
 Date: January 30, 2007
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Cycle Times

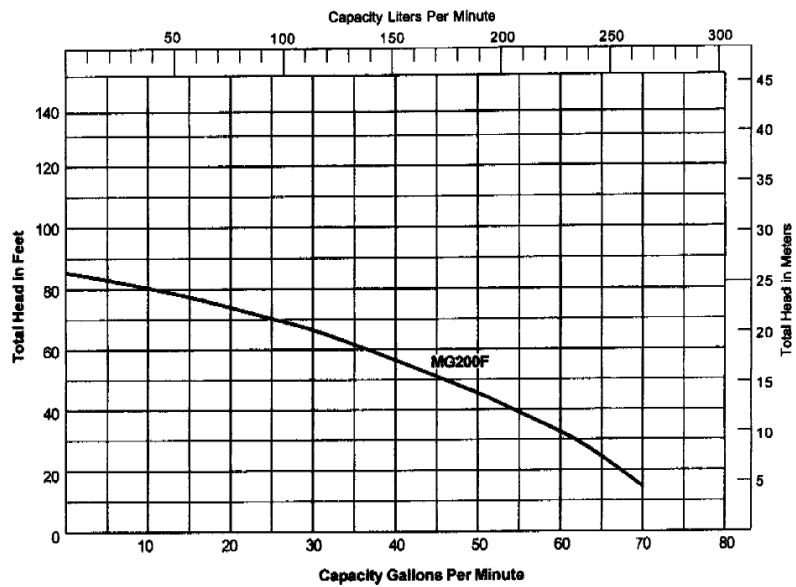
Current Buildout						
	Average Daily Flow, GPM	Net Outflow, GPM	Det. Time, Minutes (< 15)	Run Time, Minutes (> 2)	Pumps Off, Minutes (> 5)	Cycles / Hour (2 - 8)
ADF 10% Increments	5.0	47.9	18.8	2.0	39.6	2.9
	8.0	44.9	11.8	2.1	25.7	4.3
	10.9	42.0	8.6	2.2	19.5	5.5
	13.9	39.0	6.8	2.4	16.0	6.5
	16.8	36.1	5.6	2.6	13.8	7.3
	19.8	33.1	4.8	2.8	12.4	7.9
	22.7	30.2	4.1	3.1	11.4	8.3
	25.7	27.2	3.7	3.5	10.8	8.4
	28.6	24.3	3.3	3.9	10.4	8.4
	31.6	21.3	3.0	4.4	10.4	8.1
PEAK	34.5	18.4	2.7	5.1	10.6	7.7

Project Name: Fairview Chase Subdivision
 Title: Pump Station Design Calculations
 Engineer: Steven A. Robertson, P.E.
 GEC Job Number: 240017-D
 Date: January 30, 2007
 Page Number: 3 of 4

**Pump Curve (from
Manufacturer)**

FAIRVIEW CHASE SYSTEM HEAD CURVE

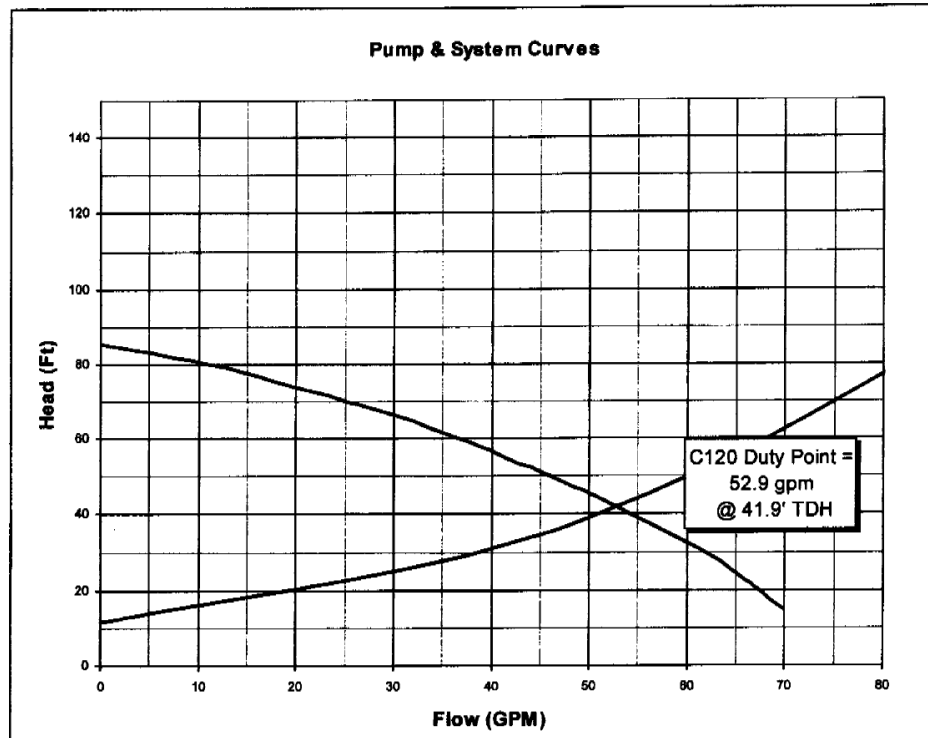
PUMP PERFORMANCE



Available Models	Motor Electrical Data										
Standard	HP	Volts	Phase	Start Amps	Run Amps	Run KW	Start KVA	Run KVA	NEC Code Letter	Service Factor	
MG200-21	2	230	1	51.9	15.0	2.9	11.9	3.5	G	1.25	
MG200-21P	2	230	1	51.9	15.0	2.9	11.9	3.5	G	1.25	
MG200F-21	2	230	1	51.9	15.0	2.9	11.9	3.5	G	1.25	
MG200F-21P	2	230	1	51.9	15.0	2.9	11.9	3.5	G	1.25	
MGH200-21	2	230	1	51.9	15.0	2.9	11.9	3.5	G	1.25	
MGH200-21P	2	230	1	51.9	15.0	2.9	11.9	3.5	G	1.25	

Project Name: Fairview Chase Subdivision
Title: Pump Station Design Calculations
Engineer: Steven A. Robertson, P.E.
GEC Job Number: 240017-D
Date: January 30, 2007
Page Number: 4 of 4

Duty Point



SC Dept. of Health & Environmental Control Bureau of Water
STORMWATER, CONSTRUCTION & AGRICULTURAL PERMITTING DIVISION

APPROVED FOR CONSTRUCTION ONLY
(Subject to any provisions which may appear in the construction permit)

Final action approval for operation must be obtained from DHEC after
completion of construction.

RECEIVED

APR 24 2007

Stormwater Construction &
Agricultural Permitting Division

WATER PERMIT ☐ WASTEWATER PERMIT ☒ COMBINED PERMITS ☐

Water Permit # _____ DATE _____

Wastewater Permit # 33877-W DATE 5/4/07

Approved By: [Signature] **FORCE MAIN
SPECIFICATIONS**

FOR THE PUMP STATION AT:

FAIRVIEW CHASE SUBDIVISION (GEC # 240017)
GREENVILLE COUNTY, SC

SITework FOR SUBDIVISION
FAIRVIEW ROAD AND RIVER EDGE CIRCLE

OWNER:

FAIRVIEW INVESTMENTS, LLC
3600 CHURCH STREET EXTENSION
ROEBUCK, SC 29376
PHONE: (864) 576-6330

OWNER'S REPRESENTATIVE:

MR. STEVE COLLINS
(864) 420-9006

APRIL 19, 2007

GEC JOB NUMBER: 240017-S



132 Pilgrim Road - Greenville, SC 29607
PH: (864) 297-3027 Fax: (864) 297-5187
www.grayengineering.com

SECTION 02735 – WASTEWATER PRESSURE MAIN

1. GENERAL

1.1 RELATED DOCUMENTS: THE PROVISIONS OF DIVISION 1 SHALL GOVERN THIS SECTION.

1.2 DESCRIPTION OF WORK:

- A. THIS SECTION INCLUDES FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND PERFORMING ALL OPERATIONS REQUIRED FOR THE INSTALLATION OF UNDERGROUND WASTEWATER PRESSURE MAIN, INCLUDING VALVES, AND ALL APPURTENANCES AS SHOWN ON DRAWINGS AND HEREIN SPECIFIED.
- B. THE LAYOUT OF LINES AND INVERT ELEVATIONS AT GOVERNING POINTS ARE SHOWN ON DRAWINGS.
- C. THE SYSTEM SHALL BE INSTALLED AND TESTED TO 100 PSIG.

1.3 QUALITY ASSURANCE:

- A. IN ADDITION TO THE REQUIREMENTS OF THESE SPECIFICATIONS, ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF CURRENT REGULATIONS OF THE GOVERNING AUTHORITY.
- B. SEWER FORCE MAINS IN RELATION TO WATER LINES MUST CONFORM TO "TEN STATE STANDARDS" SECTION 29.3, AT A MINIMUM.
- C. WHERE SPECIAL CONDITIONS EXIST, THESE WILL BE REVIEWED IN THE FIELD WITH THE OWNER'S REPRESENTATIVE FOR DETERMINATION OF A PROPER SOLUTION.
- D. THE CONTRACTOR INSTALLING THE UNDERGROUND PRESSURE MAIN SHALL BE A FIRM SPECIALIZING AND EXPERIENCED IN THIS WORK FOR NOT LESS THAN TWO YEARS.

2. PRODUCTS

2.1 PRESSURE PIPE

- A. GENERAL: PIPE FOR FORCE MAINS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS OF MATERIAL SHOWN ON THE PLANS AND INDICATED ON THE PROPOSAL.
- B. ALL DUCTILE IRON PIPE FURNISHED SHALL BE DESIGNED, MANUFACTURED AND TESTED ON ACCORDANCE WITH THE ANSI SPECIFICATION A 21.50, A 21.51, WITH RUBBER GASKETS COMPLYING WITH ANSI 21.11. ALL DUCTILE IRON FORCE MAIN SHALL CONFORM TO ASTM A-377, LATEST REVISIONS. THICKNESS OF DUCTILE IRON PIPE SHALL COMPLY WITH AWWA CLASS "50" UNLESS OTHERWISE NOTED ON PLANS. "PUSH-ON" OR MECHANICAL JOINTS, WITH GASKETS, WILL BE ACCEPTABLE TYPE JOINTING, UNLESS INDICATED TO BE OTHERWISE ON THE DRAWINGS.
- C. ALL PVC PIPE SHALL BE RATED AT 200 PSI AT 73F, MANUFACTURED FROM TYPE 1, GRADE 1, PVC CONFORMING TO ASTM SPECIFICATION D-2241, LATEST REVISION FOR STANDARD DIMENSION RATIOS (SDR-21).
- D. ALL CARBON STEEL PIPE SHALL BE WELDED STEEL SCHEDULE 40 OR SCHEDULE 80 AS NOTED ON THE DRAWINGS. PIPE SHALL COMPLY WITH ANSI B36.10 AND ANSI B36.19. ALL PIPE SHALL BE COATED AND WRAPPED IN ACCORDANCE WITH AWWA C203-66. APPLICATION OF PRIMER ENAMEL AND WRAPPED IN ACCORDANCE WITH AWWA C203-62.
- E. FITTINGS FOR ALL PIPE SHALL BE OF AT LEAST SAME PRESSURE CLASS AND MATERIAL AS PIPE JOINED TOGETHER. FITTINGS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS.
 - 1. ALL DUCTILE IRON FITTINGS FURNISHED HEREUNDER SHALL BE MANUFACTURED IN ACCORDANCE WITH THE LATEST REVISION OF ANSI SPECIFICATION A21.1. METAL THICKNESS SHALL CONFORM TO AWWA C 110. MECHANICAL JOINTS SHALL COMPLY WITH ANSI SPECIFICATION A 21.11.

2. ALL PVC PIPE FITTINGS SHALL BE RATED AT 200 PSI AND SHALL CONFORM TO ASTM D-2467 FOR SOCKET TYPE AND ASTM D-2464 FOR THREADED TYPE FITTINGS.
 3. ALL CARBON STEEL FITTINGS SHALL BE STANDARD WEIGHT GRADE B SEAMLESS CARBON STEEL, BUTT WELD ENDS, ASTM A 234 RATED AT 150 PSI.
- F. VALVES: IRON-BODY BRONZE - MOUNTED GATE VALVES (2"-12") ORDER SPECIFICATION: DOUBLE-DISC, PARALLEL SEATS, NONRISING STEM (IS), RATED AT MINIMUM 175 PSI WWP, O-RING PACING, STD. 2" SQUARE WRENCH NUT OPERATOR, OPEN COUNTERCLOCKWISE, AND CONFORMING TO AWWA SPEC. C-500-61 IN ALL RESPECTS.
- APPROVED VALVES: - SEE PLANS
- G. VALVE BOXES, WHEN USED, SHALL BE THE SLIDING, HEAVY DUTY, ROADWAY TYPE, SIMILAR AND EQUAL TO CLOW FIGURE F-2520 OR EQUAL.
- H. VALVE WRENCH. ONE SOCKET TYPE STEEL VALVE WRENCH SUITABLE FOR OPERATING 2-INCH SQUARE NOT ON VALVES SHALL BE PROVIDED. WRENCH SHALL BE CLOW F-2520 OR EQUAL.

3. **EXECUTION**

3.1 **GENERAL:**

- A. CONTRACTOR MUST EXAMINE THE AREAS AND CONDITIONS UNDER WHICH SANITARY SEWER SYSTEM WORK IS TO BE INSTALLED AND NOTIFY THE OWNER'S REPRESENTATIVE IN WRITING OF CONDITIONS DETRIMENTAL TO THE PROPER AND TIMELY COMPLETION OF THE WORK. DO NOT PROCEED WITH THE WORK UNTIL NOTIFIED BY THE OWNER'S REPRESENTATIVE.
- B. INSTALL CONDUIT IN ACCORDANCE WITH GOVERNING AUTHORITIES HAVING JURISDICTION, EXCEPT WHERE MORE STRINGENT REQUIREMENTS ARE INDICATED.
- C. INSPECT CONDUIT BEFORE INSTALLATION TO DETECT ANY APPARENT DEFECTS. MARK DEFECTIVE MATERIALS WITH WHITE PAINT AND PROMPTLY REMOVE FROM THE SITE.

- D. INSTALL GASKETS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS FOR THE USE OF LUBRICANTS, CEMENTS, AND OTHER SPECIAL INSTALLATION REQUIREMENTS.
- E. PIPE INSTALLATION: INSTALL ALL PIPE IN STRICT ACCORDANCE WITH PIPE MANUFACTURER'S WRITTEN INSTRUCTIONS. PVC FORCE MAIN MUST BE INSTALLED IN ACCORDANCE WITH ASTM D-2321, LATEST REVISION. CAST IRON FORCE MAIN SHALL BE INSTALLED IN ACCORDANCE WITH AWWA-C600, LATEST REVISION.
- F. JOINT ADAPTERS: MAKE JOINTS BETWEEN CAST IRON PIPE AND OTHER TYPES OF PIPE WITH STANDARD MANUFACTURED CAST IRON ADAPTERS AND FITTINGS.

3.2 PIPE TRENCH EXCAVATION

- A. ALL PIPE TRENCH EXCAVATION SHALL BE CLASSIFIED AS EITHER "COMMON EXCAVATION" OR "ROCK EXCAVATION" (SEE SECTION 02730).
- B. THE TRENCH SHALL BE EXCAVATED BY AN APPROVED METHOD, TO A DEPTH TO PERMIT INSTALLATION OF THE PIPE ALONG THE LINES AND GRADE SHOWN ON THE DRAWINGS. THE WIDTH OF THE TRENCH SHALL BE SUFFICIENT TO ALLOW THOROUGH COMPACTING OF THE BACKFILL UNDER AND AROUND THE PIPE, AND IN NO CASE SHALL BE LESS THAN 16 IN. GREATER THAN THE OUTSIDE DIAMETER OF THE BARREL OF THE PIPE. WHERE EXCAVATION IS IN ROCK, THE ROCK SHALL BE REMOVED TO A DEPTH BELOW GRADE OF AT LEAST 6 INCHES AND BEFORE LAYING THE PIPE, THE TRENCH SHALL BE REFILLED TO GRAD WITH EARTH, SAND, GRAVEL, OR OTHER SUITABLE MATERIAL, FIRMLY COMPACTED TO PROVIDE PROPER BEDDING FOR THE PIPE.
- C. BELL HOLES SHALL BE EXECUTED ACCURATELY TO SIZE.
- D. THE AMOUNT OF TRENCH EXCAVATED AHEAD OF THE PIPE LAYING SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEERS.
- E. THE CONTRACTOR SHALL DO ALL NECESSARY BRACING AND BRIDGING TO MAINTAIN TRAFFIC DURING CONSTRUCTION.

3.3 BRACING AND SHEETING

- A. WHEREVER NECESSARY TO PREVENT CAVING, EXCAVATIONS SHALL BE ADEQUATELY SHEETED AND BRACED, AND THE TRENCH WIDTH SHALL BE INCREASED ACCORDINGLY. TRENCH SHEETING SHALL REMAIN IN PLACE UNTIL THE PIPE HAS BEEN TESTED AND BACKFILLED TO A DEPTH OF TWO FEET OVER THE TOP OF THE PIPE. THE CONTRACTOR SHALL LEAVE SHEETING AND SHORING IN PLACE WHERE DIRECTED BY THE ENGINEERS OR INSPECTING PUBLIC AUTHORITY.

3.4 PIPE BEDDING

- A. THE BOTTOM OF TRENCHES SHALL BE SHAPED IN UNDISTURBED SOIL, IN MATERIAL PLACED DUE TO THE EXCAVATION OF MUCK, OR IN THE BEDDING REQUIRED ON THE DRAWINGS.
- B. THE ENTIRE BOTTOM OF THE EXCAVATION SHALL BE FIRM, STABLE, AND AT A UNIFORM DENSITY AND UNLESS FOR REMOVAL OF ROCK OR MUCK, LEFT UNDISTURBED. JOINT HOLES SHALL BE EXCAVATED BY HAND TO THE MINIMUM SIZE REQUIRED FOR PROPER INSTALLATION OF THE JOINT SO THE JOINT DOES NOT CARRY THE WEIGHT OF THE PIPE.
- C. PREPARATION OF THE TRENCH BOTTOMS, INCLUDING THE REQUIRED EXCAVATION AND TAMP BACKFILL, SHALL BE PERFORMED ACCORDING TO CLASS A, CLASS B, OR CLASS C BEDDING.
 - 1. CLASS A BEDDING: CLASS A BEDDING SHALL CONSIST OF CONCRETE CRADLES POURED TO THE FULL WIDTH OF THE TRENCH. PIPE SHALL BE LAID TO LINE AND GRADE OF CONCRETE OR WOOD BLOCKING AND JOINTS SHALL BE MADE TO PREVENT MOVEMENT OF THE PIPE WHILE THE CONCRETE IS BEING POURED.
 - 2. CLASS B BEDDING: AN APPROVED, COMPACTED, CRUSHED STONE BEDDING MATERIAL SHALL BE PLACED UNDER AND AROUND THE PIPE AS SHOWN ON THE PLANS. THE BEDDING MATERIAL SHALL EXTEND FOR THE FULL WIDTH OF THE TRENCH.
 - 3. CLASS C BEDDING: CLASS C BEDDING SHALL BE A SHAPED TRENCH BOTTOM WITH BELL HOLES.

3.5 PIPE LAYING

- A. THE ENGINEERS SHALL HAVE ACCESS TO THE AREA TO INSPECT THE PROGRESS OF THE WORK AT ALL TIMES.
- B. PROPER IMPLEMENTS, TOOLS, AND FACILITIES SATISFACTORY TO THE ENGINEERS SHALL BE PROVIDED AND USED BY THE CONTRACTOR FOR THE SAFE AND PROSECUTION OF THE WORK. ALL PIPE, FITTING, AND VALVES SHALL BE CAREFULLY

LOWERED INTO THE TRENCH PIECE BY PIECE BY MEANS OF DERRICK, ROPES, OR OTHER SUITABLE TOOLS OR EQUIPMENT, IN SUCH MANNER AS TO PREVENT DAMAGE TO PIPE OR PIPE COATING. UNDER NO CIRCUMSTANCES SHALL PIPE OR ACCESSORIES BE ALLOWED TO DROP DURING HANDLING, AND THEY SHALL NOT BE DROPPED OR DUMPED INTO THE TRENCH.
- C. ALL FOREIGN MATTER AND DIRT SHALL BE REMOVED FROM THE INSIDE OF THE PIPE BEFORE IT IS LOWERED INTO ITS POSITION IN THE TRENCH, AND IT SHALL BE KEPT CLEAN BY APPROVED MEANS DURING AND AFTER LAYING.
- D. AT TIMES WHEN PIPE LAYING IS NOT IN PROGRESS, THE OPEN ENDS OF PIPE SHALL BE CLOSED BY APPROVED MEANS, AND NO TRENCH WATER SHALL BE PERMITTED TO ENTER THE PIPE.
- E. CUTTING OF PIPE FOR INSERTING VALVES, FITTINGS, OR OTHER CLOSURE PIECES SHALL BE DONE IN A NEAT AND WORKMANLIKE MANNER WITHOUT DAMAGE TO THE PIPE.
- F. NO PIPE SHALL BE LAID IN WATER, OR WHEN THE TRENCH CONDITIONS OR THE WEATHER IS UNSUITABLE FOR SUCH WORK, EXCEPT BY PERMISSION OF THE ENGINEERS.
- G. BEFORE LOWERING AND WHILE SUSPENDED, THE PIPE SHALL BE INSPECTED FOR DEFECTS. CAST IRON PIPE SHALL BE RUNG WITH A LIGHT HAMMER TO DETECT CRACKS. ANY DEFECTIVE, DAMAGED OR UNSOUND PIPE SHALL BE REJECTED.
- H. PIPE SHALL BE LAID WITH BELL ENDS FACING IN THE DIRECTION OF PIPELAYING, UNLESS DIRECTED OTHERWISE BY THE ENGINEERS.

3.6 PUMPING

- A. THE CONTRACTOR SHALL DO ALL PUMPING NECESSARY FOR DE-WATERING TRENCHES AND TO PROVIDE PROPER WORK CONDITIONS FOR INSTALLATION OF PIPE AND APPURTENANCES.

3.7 CONCRETE THRUST BLOCK

- A. AT ALL BENDS, TEES, AND WHEREVER SHOWN, PROVIDE A CONCRETE MASS, OF SIZES REQUIRED, POURED AGAINST FIRM NATURAL EARTH, TO ACT AS THRUST BLOCK AND ANCHOR. THE CONCRETE SHALL BE 3000 LB. CONCRETE FROM A CENTRAL MIXING PLANT APPROVED BY THE ENGINEERS, OR MAY BE JOB-MIXED UNDER CONDITIONS APPROVED BY THE ENGINEERS.

3.8 BACKFILLING

- A. IMMEDIATELY AFTER THE PIPES HAVE BEEN LAID, THE TRENCH SHALL BE BACK-FILLED AROUND THE BARREL OF THE PIPE WITH FINE MATERIAL FREE FROM LARGE STONES, DEPOSITED IN LEVEL LAYERS NOT MORE THE 6 IN. IN DEPTH, EACH LAYER TO BE THOROUGHLY TAMPED AND COMPACTED BEFORE THE NEXT LAYER IS DEPOSITED.
- B. TRENCHES SHALL BE BACKFILLED, USING FINE MATERIAL UP TO 18 IN. ABOVE TOP OF PIPE, PLACED IN 6 IN. LAYERS AND THOROUGHLY TAMPED. BALANCE OF BACKFILL MAY BE PLACED WITH THE AID OF DUMP TRUCKS, BULLDOZERS, CRANE OR OTHER APPROVED METHODS. WHERE PIPE LINE IS LOCATED UNDER PAVED ROADS OR STREETS, THE BACKFILL SHALL BE COMPACTED IN SUCH A MANNER AS TO PROVIDE AN UNYIELDING FOUNDATION FOR THE PAVING, AND EXCESS MATERIALS SHALL BE REMOVED.
- C. SUCCEEDING LAYERS OF BACKFILL ABOVE THE HEREINBEFORE SPECIFIED 18", MAY CONTAIN COARSER MATERIALS, AND SHALL BE FREE FROM BRUSH OR ANY OTHER PERISHABLE OR OBJECTIONABLE MATTER THAT WOULD PREVENT PROPER CONSOLIDATION OR THAT MIGHT CAUSE SUBSEQUENT SETTLEMENT, AND SHALL BE COMPACTED BY TAMPING. IT IS IMPORTANT THAT PROPER PRECAUTIONS BE TAKEN TO PREVENT FLOATING OF THE PIPE WHEN PUDDLING THE TRENCH, AND THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR NEGLECT OF THESE PRECAUTIONS. THE ENGINEERS WILL DECIDE ON METHODS OF CONSOLIDATING TO BE FOLLOWED ON EACH PART OF THE WORK.

- D. NO ROCK OR BOULDERS SHALL BE USED IN THE BACKFILL FOR AT LEAST ONE FOOT ABOVE THE TOP OF THE PIPE AND NO STONE LARGER THAN 6 INCHES IN ITS GREATEST DIMENSION SHALL BE USED IN THE BACKFILLING.
- E. WHERE IT IS IMPORTANT THAT THE SURFACE OF THE BACKFILL BE MADE SAFE FOR VEHICULAR TRAFFIC AS SOON AS POSSIBLE, OR WHERE A PERMANENT PAVEMENT IS TO BE PLACED WITHIN A SHORT TIME, THE UPPER 12 IN. OF THE BACKFILL SHALL BE OF APPROVED MOIST MATERIAL, THOROUGHLY COMPACTED IN THIN (ABOUT 4 INCH) LAYERS BY TAMPING, AND SHALL BE BROUGHT TO THE REQUIRED SURFACE GRADE.
- F. ANY DEFICIENCY IN THE QUANTITY OF MATERIAL FOR BACKFILLING THE TRENCHES, OR FOR FILLING DEPRESSIONS CAUSED BY SETTLEMENT, SHALL BE SUPPLIED BY THE CONTRACTOR.
- G. THE CONTRACTOR SHALL REPLACE ALL PAVING OF ROADS, SIDEWALKS, OR DRIVEWAYS WHICH ARE DAMAGED BY THE WORK OR THE CONTRACTOR'S OPERATIONS UNDER THIS CONTRACT, TO SATISFACTION OF THE ENGINEERS.

3.9 PIPE JOINTS

- A. PIPE JOINTS SHALL BE MADE UP IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PRINTED SPECIFICATIONS.

3.10 PRESSURE AND LEAKAGE TESTS

- A. AFTER PIPE HAS BEEN LAID AND PARTIALLY BACKFILLED, EACH LINE SHALL BE SUBJECTED TO PRESSURE AND LEAKAGE TESTS IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF AWWA C600, LATEST EDITION.
- B. TEST PRESSURE SHALL BE 100 PSIG, GAUGED AT THE LOW POINT IN THE PIPE SYSTEM.
- C. NO PIPE INSTALLATION SHALL BE ACCEPTED IF LEAKAGE IS GREATER THAN THAT DETERMINED FOR MECHANICAL AND PUSH-ON JOINT PIPE IN AWWA C600, LATEST EDITION, SECTION 13, PARAGRAPH 13.7. TESTS SHALL BE REPEATED UNTIL SATISFACTORY TO THE ENGINEERS.

3.11 CLEAN-UP

- A. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIAL FROM EXCAVATIONS TO POINTS DESIGNATED BY THE ENGINEERS, AND CLEAN THE SITE OF THE WORK OF ALL DEBRIS COLLECTED DURING CONSTRUCTION.

END OF SECTION

Wastewater Construction Permit Bureau of Water



PROJECT NAME: FAIRVIEW CHASE S/D	COUNTY: GREENVILLE
LOCATION: RIVER EDGE CIRCLE, 1 MILE SE OF THE INTERSECTION OF HARRISON BRIDGE RD & FAIRVIEW RD ON THE EAST SIDE OF FAIRVIEW RD.	

PERMISSION IS HEREBY GRANTED TO: FAIRVIEW CHASE INVESTMENTS LLC
3600 S CHURCH ST EXT
ROEBUCK SC 29376

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by Steven Robertson, Registered Professional Engineer, S.C. Registration Number: 19857.

PROJECT DESCRIPTION: One duplex pump station and 319 LF of 2" PVC force main to serve 9 town homes.

TREATMENT FACILITY: The wastewater will be discharged to the WCRSA LOWER REEDY RIVER PLANT (NPDES permit SC0024261) at a design flow rate of 3600 gallons per day (GPD).

STANDARD CONDITION:

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the GREENVILLE EQC OFFICE at 864-241-1090. Additional permits may be required prior to construction (e.g., Stormwater).

SPECIAL CONDITIONS:

1. Design and construction of force mains shall be such that they satisfy a leakage test in accordance with AWWA C-600 (DIP) or AWWA C-605 (PVC).
2. Sewer lines in relation to water lines must be in accordance with Regulation 61-67, Section 67.300.14.

PERMIT NUMBER:	33877-WW
ISSUANCE DATE:	May 04, 2007
EXPIRATION DATES:	May 03, 2009 (to begin construction) May 04, 2010 (to obtain Approval to Place in Operation)

Ann R. Clark
Ann R. Clark, Director
Stormwater, Construction and Agricultural
Permitting Division

GBA

WW-1415-03



Construction Permit Application Water/Wastewater Facilities

BUREAU OF WATER

APR 24 2007

DRP SUBMITTAL: No ☒ Yes ☐

SELECT ONE

☐ Water Facilities

☒ Wastewater Facilities

Stormwater, Combined &

☐ Water & Wastewater Facilities

I. **Project Name:** Fairview Chase Subdivision (GEC# 240017)

County: Greenville

II. **Project Location** (street names, etc.):

River Edge Circle, Greenville County +/- 1 miles southeast of the intersection of Harrison Bridge Road and Fairview Road on the east side of Fairview Road

III. **Project Description(s):** Water System:

Wastewater System:

One Duplex Pump Station with +/- 319 LF of 2" PVC Force Main line with 1 Air Release valve and various appurtenances.

Project Type (A-Z): Water:

Wastewater: C Pump Station and/or Force Main

IV. **Initial Owner:** [Time of Application] Name/Organization: Fairview Chase Investments, LLC

Address: 3600 S. Church St Extension City: Roebuck State: South Carolina Zip: 29376 Phone: (864) 576-6330

V. **Final Owner:** [After Construction] Name/Organization: Condor Environmental, LLC

Address: 200 Augusta Arbor Way City: Greenville State: South Carolina Zip: 29605 Phone: (864) 242-6644

VI. **Entity Responsible for Final Operation & Maintenance of System:**

Water System: Name: Address:

City: State: South Carolina Zip: Phone: Fax:

Wastewater System: Name: Condor Environmental, LLC Address: 200 Augusta Arbor Way, Suite B

City: Greenville State: South Carolina Zip: 29605 Phone: (864) 244-6644 Fax: (864) 370-1551

VII. **Engineering Firm:** Name: Gray Engineering Consultants Address: 132 Pilgrim Road

City: Greenville State: South Carolina Zip: 29607 Phone: (864) 297-3027 Fax: (864) 297-5187

VIII. **Is this project:** A) Part of a phased project? No ☒ Yes ☐ If Yes, Phase of

B) A revision to a previously permitted project? No ☒ Yes ☐ If Yes, Permit #

Date Approved: (MM/DD/YYYY) Project name (if different):

C) Submitted based on a Schedule of Compliance or Order issued by DHEC? No ☒ Yes ☐ Order #

D) Anticipating funding by the State Revolving Fund (SRF)? No ☒ Yes ☐

E) Crossing a water body? (e.g., river, creek) No ☒ Yes ☐ If Yes, Name of water body

IX. **Are Standard Specifications approved by DHEC being used on this project?** No ☒ Yes ☐ If Yes:

Water: Date Approved: (MM/DD/YYYY) Approved for whom:

Wastewater: Date Approved: (MM/DD/YYYY) Approved for whom:

X. **Wastewater Systems:** A) Type: Domestic ☒ Process (Industrial) ☐ Combined (Domestic & Process) ☐

B) Total average design flow of the project not to exceed 3,600 GPD

C) **Sewers or Pretreatment** 1. Name of facility (e.g., POTW) treating the wastewater: LOWER REEDY WWTP

2. NPDES/ND Number of facility in Item #1: SC0024264

Treatment Systems 3. Date Preliminary Engineering Report (PER) approved: (MM/DD/YYYY)

4. NPDES/ND application submitted? No ☐ Yes ☐ If Yes, Date: (MM/DD/YYYY)

Disposal Sites 5. Effluent Disposal Site (Description):

6. Sludge Disposal Site (Description):

XI. **Water Systems:** Project located within city limits? No ☐ Yes ☐

Public water system providing water (Name & System ID No.): No.:

New water system (including master meter)? No ☐ Yes ☐ If Yes, System name:

XII. Type of Submittal: Complete Section A (Standard) or Section B (Delegated Review Program - DRP).

A) Standard Submittal *must* include the following, where applicable:

- ☒ 1. A transmittal letter outlining the submittal package.
- ☒ 2. The **original** construction permit application, properly completed, with three (3) copies.
- ☒ 3. Three (3) sets of signed and sealed plans and specifications. Specifications may be omitted if approved standard specifications are on file with DHEC.
- ☒ 4. One (1) additional overall plan sheet showing the proposed and existing (only in the area of proposed construction) water and wastewater lines (highlighted for identification) and their sizes.
- ☒ 5. Three (3) sets of the appropriate design calculations. **WASTEWATER:** Design flow (based on R.61-67, Appendix A), pump station calc's. and pump curve. **WATER:** Recent flow test from a location near the tie-on site, design calc's. indicating pressure maintained in the distribution system during max. instantaneous demand, fire flow and flushing velocities achieved. Number/types of service connections, well record form, pumping test results, etc.
- ☒ 6. Three (3) copies of a detailed 8½" x 11" location map, separate from the plans.
- ☐ 7. Three (3) copies of construction easements unless the project owner has the right of eminent domain.
- ☒ 8. A letter(s) from the entity supplying water and/or providing wastewater treatment stating their willingness and ability to serve the project, including pretreatment permits, if applicable. The letter should include the specific flow and, when applicable, the specific number of lots being served.
- ☒ 9. A letter(s) from the entity agreeing to be responsible for the O&M of the water and/or wastewater system.
- ☒ 10. Application fee enclosed \$ 350.00. (Refer to Instructions).
- ☐ 11. **WATER SYSTEMS:** a) A letter from the local government which has potable water planning authority over the area, if applicable, in which the project is located, stating project consistency with water supply service plan for area.
b) For wells, four (4) copies of a wellhead protection area inventory.
c) For new wells, a viability demonstration is required in accordance with Regulation 61-58.1.B.(4).

Note: Other approvals may include 208 and OCRM certification, and navigable waterway permitting.

B) DRP submittal (treatment plants are not covered) *must* include the following, where applicable:

- ☐ 1. A transmittal letter, signed by the professional engineer representing the DRP entity, noting this is a DRP submittal. The letter should state that the project has been reviewed and complies with R.61-58 and/or R.61-67.
- ☐ 2. The **original** construction permit application, properly completed, with two (2) copies.
- ☐ 3. Two (2) sets of the signed and sealed plans.
- ☐ 4. One (1) additional plan sheet with water and wastewater lines highlighted, as required under Sec. XII.A.4. above.
- ☐ 5. Two (2) sets of the appropriate design calculations. **WASTEWATER:** Same information as required under Section XII.A.5. above. **WATER:** Same information as required under Section XII.A.5. above.
- ☐ 6. Two (2) copies of a detailed 8½" x 11" location map, separate from the plans.
- ☐ 7. Two (2) copies of construction easements, unless the project owner has the right of eminent domain.
- ☐ 8. DHEC's Ocean and Coastal Resource Management certification (for projects in applicable counties).
- ☐ 9. DHEC's Water Quality permit or conditions for placement in navigable waters, and other Agency approvals.
- ☐ 10. **WASTEWATER SYSTEMS:** a) A letter of acceptance from the entity providing the treatment of the wastewater that includes the specific flow and, when applicable, the specific number of lots being accepted.
b) A letter from the organization agreeing to be responsible for the O&M of the sewer system.
c) The 208 Plan certification from the appropriate Council of Governments (designated 208 areas), or from DHEC on the non-designated 208 areas.
- ☐ 11. **WATER SYSTEMS:** A letter from the local government which has potable water planning authority over the area, if applicable, in which the project is located, stating project consistency with water supply service plan for area.
- ☐ 12. Fee of \$75 for water and \$75 for sewer (\$150 if combined).

Note: The DRP entity should ensure that a copy of the final approved plans are returned to the design engineer.

XIII. Construction plans, material and construction specifications, the engineering report including supporting design data and calculations are herewith submitted and made a part of this application. I have placed my signature and seal on the engineering documents submitted, signifying that I accept responsibility for the design of this system, and that I have submitted a complete administrative package.

Engineer's Name (Printed): Steven A. Robertson

Signature: 
Registered Professional Engineer

S.C. Registration Number: 19857

XIV. Prior to final approval, I will submit a statement certifying that construction is complete and in accordance with the approved plans and specifications, to the best of my knowledge, information and belief. This certification will be based upon periodic observations of construction and a final inspection for design compliance by me or a representative of this office who is under my supervision.

Engineer's Name (Printed): Steven A. Robertson

Signature: 
Registered Professional Engineer

S.C. Registration Number: 19857

XV. I hereby make application for a permit to construct the project as described above. I have read this application and agree to the requirements and conditions and agree to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.

Owner's Name (Printed): Steve Collins

Signature: 

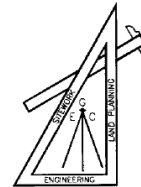
Owner's Title: Developer

Date: 04/20/2007

(MM/DD/YYYY)

GRAY ENGINEERING CONSULTANTS, INC.

11/30/2007



SCDHEC - EQC

301 University Ridge, Ste. 5800
Greenville, SC 29601
Attn: Ms. Angie Price
District Engineer

RE: **Force Main and Pump Station
Construction Certification**
Fairview Chase Subdivision
SCDHEC Permit # 33,877-WW
GEC #240017-Greenville County, SC

Ms. Price:

I certify that the construction of the Pump Station/Force Main at Fairview Chase Subdivision (GEC# 240017) in Greenville County, SC is now complete and in accordance with the approved plans and specifications, to the best of my knowledge, information and belief. This certification is based upon periodic observations of construction and information provided by the contractor who was responsible for the construction of the pump station and the force main.

Please provide me with a "Permit to Operate" for the sewer system, specifically for the conditions as stated in the enclosed permit to construct issued by SCDHEC.

Sincerely,

Steven A. Robertson, P.E.
Gray Engineering Consultants, Inc.

COMMISSIONERS:
JAMES R. FREELAND - Chairman
JIM GREGORIE
CHARLES F. STYLES
M. GRAHAM PROFFITT, III
WILLIAM C. LINDSEY



**METROPOLITAN
SEWER SUB-DISTRICT**

MICHAEL F. DICKSON
General Manager

April 13, 2010

DHEC # 33,877-WW

Mr. Paul Harrison
Gray Engineering, Inc.
132 Pilgrim Road
Greenville, SC 29607

Subject: Fairview Chase Sanitary Sewer Service Lots 90, 29, 94, 96, 98, 100, 102, 104

Dear Mr. Harrison,

The above lots will be served by Metropolitan's existing sanitary sewer system. The existing sanitary sewer system has been approved and accepted by Metropolitan for ownership, operation and maintenance. This letter is for the purpose of allowing the service laterals for the above listed lots to be activated within this development.

Sincerely,

Metropolitan Sewer Sub-district

Robert Arms
Engineering Coordinator

cc: Greenville County Planning Commission
SCDHEC/Greenville
Project File

RECEIVED

APR 16 2010

S.C. DHEC
REC'D ON 2 GREENVILLE, EDC